

City Clerk File No. Ord. 14.051

Agenda No. 3.A 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.051

TITLE:

ORDINANCE AMENDING CHAPTER 23 (COURT, MUNICIPAL) OF THE JERSEY CITY MUNICIPAL CODE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY HEREBY ORDAINS:

- A. The following amendment to Chapter 23 (Court, Municipal) of the Jersey City Code is hereby adopted:

Chapter 23

COURT, MUNICIPAL

§23-2. Number of Judges; terms.

- A. The Municipal Court of Jersey City shall consist of ~~eight~~ nine Judges. Six of the Judges shall be full-time Judges, and ~~two~~ three of the Judges shall be part-time Judges. One of the full-time Judges shall be designated the Presiding Judge in accordance with §23-8.
- B. Each of the full-time Judges, the Presiding Judge and the part-time Judges shall serve for a term of three years from the date of appointment and until a successor is appointed and qualified.
- B. All ordinance and parts of ordinances herewith are hereby repealed.
- C. This ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and the Corporation Counsel be and are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: All new material is underlined; words in ~~{brackets}~~ are omitted.
For purposes of advertising only, new matter is indicated by **boldface**
and repealed matter by *italic*

JF/he
5/02/14

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AMENDING CHAPTER 23 (COURT, MUNICIPAL) OF THE JERSEY CITY CODE

Initiator

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547 - 4667	JFarrell@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Ordinance increases the total number of Municipal Court Judges from eight to nine, to add one additional part-time Judge. The number of full-time Judges remains as six (6), and three (3) part-time Judges.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

City Clerk File No. Ord. 14.052

Agenda No. 3.B 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.052

TITLE: ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 304 (TAXATION) ARTICLE VII (CONSTRUCTION PROJECT LABOR AGREEMENTS) OF THE JERSEY CITY MUNICIPAL CODE

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY DOES ORDAIN:

A. The following amendment to Chapter 304 (Taxation) Article VII (Construction Project Labor Agreements) of the Jersey City Code are hereby adopted:

ARTICLE VII

Construction Project Labor Agreements

§304-33. Definitions.

1. APPRENTICE means a worker who participates in a federal or state apprenticeship program or, as an apprentice equivalent, participates in a DOL approved training program, takes a construction apprenticeship test, and receives benefits and pay not less than those received by an apprentice.
2. APPRENTICESHIP PROGRAM means an apprenticeship program operated by a labor organization and registered by the Bureau of Apprenticeship and Training of the US Department of Labor or an apprenticeship equivalent program as that term is used by the State of New Jersey in the Abbot Project Labor Agreement either approved and funded by the New Jersey Department of Labor as of January 1, 2003.
3. CITY OF JERSEY CITY means the City or the Business Administrator or his designee.
4. DEVELOPER means the recipient of a tax exemption for a tax abated project or the awardee of a public construction contract for a public construction project.
5. LABOR ORGANIZATION means an organization which represents, for purposes of collective bargaining, employees involved in the performance of public construction project or tax abated project that has the present ability to refer, provide or represent sufficient numbers of qualified employees to perform the contracted work and has an apprenticeship program.
6. PROJECT COMPLETION means the determination by the City that the project, in whole or in part, is ready for the use intended, which ordinarily shall mean the date on which the project receives its final certificate of occupancy.
7. PROJECT LABOR AGREEMENT means a contract between a labor organization and a developer that contains at a minimum the requirements set forth in this Chapter.
8. PUBLIC CONSTRUCTION PROJECT means any construction contract entered into by the City using public funds, the total cost of which is equal to or exceeds five million dollars (\$5,000,000.00), exclusive of any land acquisition costs.
9. TAX ABATED PROJECT means a project that has a ~~{t}~~ Total ~~{c}~~ Construction ~~{c}~~ Cost that is equal to or exceeds twenty-five million dollars (\$25,000,000.00), exclusive of any land acquisition costs, ~~{for which the City has granted}~~ which receives either 1) a long term tax abatement} exemption pursuant to the Long Term Tax Exemption Law N.J.S.A. 40A:20-1 et seq., or 2) a five (5) year tax exemption that requires Municipal Council approval, pursuant to

the Five Year Exemption and Abatement Law, N.J.S.A. 40A:21-1 et seq., and Section 301-6 et seq. of the Municipal Code. [However, any project that is being undertaken by a not for profit organization or which shall contain more than fifty percent (50%) affordable housing shall be excluded.]

10. TOTAL CONSTRUCTION COST means all costs, excluding only land acquisition costs, incurred to construct a project through the date of completion, that is, the date the first Certificate of Occupancy is issued. Total Construction Cost shall generally be determined in accordance with the industry standard of Marshall and Swift Valuation, but including the cost of piling and soil compaction. Total Construction Cost must include any Construction Cost constituting as an element of Total Project Cost under N.J.S.A. 40A:20-3(h)(4), whether the project is approved under the Long Term Tax Exemption or the Five Year Tax Exemption Law.

§304-34. Project labor agreements required ~~for certain projects~~; Reports; Exemption.

1. Project Labor Agreement required: All ~~tax~~ ~~tax~~ Abated ~~tax~~ Projects and all requests for proposals, specifications and final contracts for ~~tax~~ Public ~~tax~~ Construction ~~tax~~ Projects shall require the execution of a project labor agreement that complies with the requirements of this chapter, unless the Business Administrator determines, taking into consideration the nature, size and complexity of the project, such as the height of the buildings, the presence of elevators and the utilization of steel, that a project labor agreement is not appropriate. In all cases, the project labor agreement must advance the interests of the City of Jersey City, including cost, efficiency, quality, time lines, and need for a skilled labor force and safety.
2. Reports:
 - A. All developers of Tax Abated Projects, whether subject to Project Labor Agreement or not, shall submit a detailed certification of the estimated Total Construction Cost with its application for any tax abatement, which shall be made available to the public.
 - B. In the event construction permits are issued more than 12 months have expired from the date of the adoption of the ordinance approving the Tax Abatement, the developer shall be required to re-submit a current estimate of Total Construction Costs to insure that the Total Construction Costs do not exceed \$25,000,000 or it will be deemed a Project Labor Agreement applies.
 - C. No later than 90 days following project completion, the developer shall submit a certification of actual Total Construction Cost. Whether estimated or actual, all Total Construction Cost shall be certified to the City by the project Architect and Engineer. Total Construction Cost is subject to review by the City at the time of application and audit by the City, upon project completion.
3. Exemption: Any project that is being undertaken by a not for profit organization or which shall contain more than fifty percent (50%) affordable housing shall be exempt from the requirement of a Project Labor Agreement (PLA).

§304-35. General requirements.

The project labor agreement ~~in one form of which is on file in the office of the City Clerk~~ shall contain the following terms:

1. A guarantee that there will be no strikes, lock-outs, or other similar actions.
2. Procedures to insure the effective, immediate, and mutually binding resolutions of jurisdictional and labor disputes arising before the completion of the work.
3. A provision to bind all contractors and subcontractors on the project in all relevant documents.
4. Evidence that each contractor and subcontractor working on the project has a local federally registered apprenticeship program.
5. A requirement that twenty percent (20%) of the labor hours required shall be performed by apprentices and that all apprentices shall be Jersey City residents. However, if it can be demonstrated that fulfilling this requirement is not possible because there are not enough apprentices available, the required percentage of apprentices will be decreased accordingly.
6. Conformity with all statutes, regulations and City ordinances regarding the implementation of our goals for women and minority owned businesses.

7. A requirement that Developers and Labor Organizations complete the following "Pre-Construction Actions":
- A. Pre-Construction Meeting: Not less than 90 days prior to the commencement of construction, the developer will meet with the Business Administrator and the labor organization to present workforce needs, which will include the job description of the positions to be filled and the duration of the project. In addition, the developer will provide the construction schedule. The labor organization will present the developer and the City with the names, addresses and trades of eligible apprentices who are available to work on the project.
 - B. Advertisement: Not less than sixty (60) days prior to the commencement of construction, the Labor Organization will advertise in two newspapers regularly published and distributed in Jersey City and outreach via other media, such as cable television, the web, and/or radio. The advertisement will solicit apprenticeship applications for the labor organization's apprenticeship program, describe the basic requirements for admission, describe the job training and set forth the range of salaries.
 - C. Job Fairs: Developer and the labor organization will jointly participate in at least two (2) job fairs to be held at a location to be provided by the City in order to explain the apprenticeship programs and solicit applications from attendees. Each participating developer shall pay a pro rata share of the costs of each job fair.

§304-36. Reports and records.

The project labor agreement shall require the submission of the following reports to the business administrator on the fifteenth day of each month for the previous month, for each year of construction until project completion:

- 1. Manning Report. The developer's report will accurately reflect the total hours in each construction trade or craft and the number of hours worked by City residents, including a list of minority resident and women resident workers in each trade or craft, and will list separately the work hours performed by such employees of the contractor and each of its subcontractors during the previous quarter.
- 2. Certified Payroll Report. The developer's report that will specify the residence, gender and ethnic/racial origin of each worker, work hours, and the rate of pay and benefits provided.
- 3. Equal Employment Opportunity Reports. The labor organization's local union report (EEO-3) and apprenticeship information report (EEO-2) which are required to be filed with the US Commission of Equal Employment Opportunity Commission by the labor organization.
- 4. Apprenticeship Report. The report of the labor organization that shall list of the names, address and contact information of all persons who were accepted to the apprenticeship program. The report shall also list the names, address and contact information of all persons who were rejected for admission to the apprenticeship program with the reasons for their rejection and, for those who failed to finish the program, the reasons why they failed to complete the program.
- 5. Other Reports. The developer or labor organization shall furnish such reports or other documents to the City as the City may reasonably request from time to time in order to carry out purposes of the ordinance.
- 6. Records. Records to support the work hours stated in the above reports must be maintained for a period of three (3) years after project completion. All records shall be made available to the City upon ten (10) days prior written notice.
- 7. Site access. Representatives of the City shall be permitted to have appropriate access to all work sites in order to monitor compliance.

§304-37. Remedies.

In the event of default the developer shall be provided with a written notice of default allowing the developer ten (10) days to cure the default. Should the developer fail to cure, then, in addition to any other remedies available at law or in equity including termination, the City shall be permitted to seek the following remedies for the failure to comply with this ordinance, ~~which remedies shall also be included in the project labor agreement~~

A reference to the within ordinance, including the within remedies, shall be included in the financial agreement for any Tax Abated Project, irrespective of estimated Total Construction Costs:

1. For Public Construction Projects:

- A. Suspend the public construction contract for failure to complete any of the preconstruction actions described in Subsection 304-35.8.A, B and C;
- B. Complete the contract with a substitute contractor or subcontractor and require the contractor or subcontractor to pay all damages and costs incurred;
- C. Require the refunding of payments made by the City to the developer prior to the suspension or termination; and/or
- D. Liquidated damages in the following amounts: three percent (3%) of the total price of the construction contract for each breach and up to ten percent (10%) of the total price of the construction contract for multiple breaches or for a single breach that is unabated for a period of six (6) months.

2. For Tax Abated Projects:

- A. Suspension: Suspend the tax abatement financial agreement until the date of cure (during which period three hundred percent (300%) of conventional real estate taxes shall be assessed and collected) for during any period that the developer fails to complete any of the preconstruction actions described in Subsections 304-35.8.A and C hereof.
- B. Liquidated Damages:
 - (1) Late filing of any report required under Section 304-36 hereof: a payment of one thousand dollars (\$1,000.00) per day for each day that the report is late for up to fourteen (14) days. After fourteen (14) days, the remedy in section (2) hereof, shall apply.
 - (2) Failure to provide a required report or record or to allow work place access: an amount equal to two percent (2%) of the estimated annual payment in lieu of taxes for each month or part thereof the records or work place access is not provided.
 - (3) A material breach of any other term of this Chapter, an amount equal to two percent (2%) of the estimated annual payment in lieu of taxes for each month or part thereof the breach continues.
 - (4) A material breach of this Chapter that continues for a period of six (6) months or more, shall allow the City to terminate the tax abatement.

3. For Tax Abated Projects if a Project Labor Agreement was initially determined not to be required:

- A. In the event an application for a Tax Abated Project contains an estimate of Total Project Cost that is less than \$25 million dollars, but upon project completion is determined to have a Total Construction Cost equal to or exceeding \$25 million, then the project Service Charge shall be increased as follows:
 - (1) Long Term Tax Exemption: 1% of Total Project Cost, or 5% of Annual Gross Revenue, as applicable; or
 - (2) Five Year Tax Exemptions: the phase-in for each year shall be increased 10%.
 - (3) The above increases shall be retroactive to the date of Substantial Completion and shall apply for each and every year of the entire term of the tax abatement.
- B. In addition, the project shall also be immediately subject to the City's Living Wage, Section 3-76 of the Jersey City Municipal Code.

§304-38. Pre-apprenticeship training program.

1. Inter Agency Cooperation. The City will solicit the support of the Jersey City Board of Education, the Hudson County Community College, the Hudson County Vo-Tech School, the Jersey City Employment and Training Program, Inc, the Jersey City Housing Authority, and other community based organizations to maximize participation in the apprenticeship program among eligible City residents.
 2. Preparatory Services. The City shall be responsible for the development of a program to provide all necessary preparatory services for enrolled pre-apprentices, including assistance with GED preparation, obtaining drivers license, mentoring and other supportive services for pre-apprentices. The pre-apprenticeship program shall be operated in such a manner that its successful graduates will be equipped and eligible for entry into the apprenticeship programs of a labor organization.
 3. Monitoring. The City shall be responsible for the selection, operation and supervision of pre-apprenticeship programs that may be operated by private entities, such as the Jersey City Employment and Training Program, Inc., and shall retain authority to review and approve the curriculum and procedures used to recruit and select participants.
- B. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- C. This Ordinance shall be a part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- D. This ordinance shall take effect at the time and in the manner as provided by law.
- E. The City Clerk and Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material is underlined; words in [brackets] are omitted.
For purposes of advertising only, new matter is indicated by **boldface**
and repealed matter by *italic*.

JM/he
5/05/14

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 304 (TAXATION) ARTICLE VII
(CONSTRUCTION PROJECT LABOR AGREEMENTS) OF THE JERSEY CITY MUNICIPAL CODE

Initiator

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547 - 4667	JFarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Ordinance makes revisions to the definitions, requirements and remedies imposed by it.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

City Clerk File No. Ord. 14.053

Agenda No. 3.C 1st Reading

Agenda No. _____ 2nd Reading & Final Passage

ORDINANCE OF JERSEY CITY, N.J.



COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.053

TITLE:

AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-22 AMENDING THE LIMITS FOR THE NO PARKING ANY TIME ON BOTH SIDES OF MARIN BOULEVARD FROM MONTGOMERY STREET TO COLUMBUS DRIVE AND AMEND SECTION 332-23 DESIGNATING A SECTION OF THE EAST SIDE OF MARIN BOULEVARD BETWEEN WAYNE STREET AND COLUMBUS DRIVE AS NO STOPPING OR STANDING AND AMENDING SECTION 332-24(PARKING PROHIBITED CERTAIN HOURS) DESIGNATING NO PARKING BEGINNING MIDNIGHT ON SUNDAY THROUGH 1:00 P.M. FRIDAY AND BEGINNING 3:00 P.M. FRIDAY THROUGH 11:59 P.M. SATURDAY

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article III (Parking, Standing and Stopping) of the Jersey City Code is hereby supplemented as follows:

Section 332-22 PARKING PROHIBITED AT ALL TIMES
No person shall park a vehicle at any time upon any of the streets, or parts thereof, listed below.

Name of Street	Side	Limits
Marin Blvd	East	Grand St to York St 46 feet north at the projection of the northwest corner of Mercer St to 74 feet north [Mercer St] Columbus Dr to Morgan St Second St to the Hoboken City line
	Both	Grand St, south, to the Light Rail Crossing
	West	Columbus Dr to a point 168 feet south Montgomery St to [Morgan St] Mercer St Second St to a point approximately 625 feet north of Eighteenth St Approximately 805 feet north of Eighteenth St and extending to the Hoboken City Line

Section 332-23 NO STOPPING OR STANDING
No person shall stop or stand a vehicle upon any of the streets, or parts thereof, listed below.

Name of Street	Side	Limits
Marin Blvd	East	Beginning 30 feet north at the projection of the northwest corner of Wayne Street to Columbus Dr

Continued.....

JDS:pc1
(05.02.14)

Section 332-24

PARKING PROHIBITED CERTAIN HOURS

No person shall park a vehicle between the hours specified upon any of the streets or parts thereof listed below.

Name of Street	Side	Days of Week	Hours	Limits
<u>Marin Blvd</u>	<u>East</u>	<u>Sun to Fri</u>	<u>12:00 a.m. to</u> <u>1:00 p.m.</u>	<u>25 feet north at the projection of the northwest corner of</u> <u>Mercer St to 46 feet north</u>
		<u>Fri to Sat</u>	<u>3:00 p.m. to</u> <u>11:59 p.m.</u>	
		<u>Sun to Fri</u>	<u>12:00 a.m. to</u> <u>1:00 p.m.</u>	<u>74 feet north at the projection of the northwest corner of</u> <u>Mercer St to 126 feet north</u>
		<u>Fri to Sat</u>	<u>3:00 p.m. to</u> <u>11:59 p.m.</u>	
		<u>Sun to Fri</u>	<u>12:00 a.m. to</u> <u>1:00 p.m.</u>	<u>137 feet north at the projection of the northwest corner</u> <u>of Mercer St to 189 feet north</u>
		<u>Fri to Sat</u>	<u>3:00 p.m. to</u> <u>11:59 p.m.</u>	
	<u>West</u>	<u>Sun to Fri</u>	<u>12:00 a.m. to</u> <u>1:00 p.m.</u>	<u>168 feet south of Columbus Dr to 46 feet south</u>
		<u>Fri to Sat</u>	<u>3:00 p.m. to</u> <u>11:59 p.m.</u>	
		<u>Sun to Fri</u>	<u>12:00 a.m. to</u> <u>1:00 p.m.</u>	<u>Wayne St to Mercer St</u>
		<u>Fri to Sat</u>	<u>3:00 p.m. to</u> <u>11:59 p.m.</u>	

2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.
4. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

NOTE: All new material to be inserted is underscored; material to be repealed is in [brackets].

JDS:pcl
(05.02.14)

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐
Not Required ☐

APPROVED: _____
Director of Traffic & Transportation

APPROVED: _____
Director,
Architecture, Engineering, Traffic and Transportation

APPROVED: _____
Director, Dept. of Public Works
APPROVED: _____

Business Administrator

ORDINANCE FACT SHEET

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the ordinance.

Full Title of Ordinance/Resolution

AN ORDINANCE SUPPLEMENTING CHAPTER 332(VEHICLES AND TRAFFIC) ARTICLE III(PARKING, STANDING AND STOPPING) OF THE JERSEY CITY CODE AMENDING SECTION 332-22 AMENDING THE LIMITS FOR THE NO PARKING ANY TIME ON BOTH SIDES OF MARIN BOULEVARD FROM MONTGOMERY STREET TO COLUMBUS DRIVE AND AMEND SECTION 332-23 DESIGNATING A SECTION OF THE EAST SIDE OF MARIN BOULEVARD BETWEEN WAYNE STREET AND COLUMBUS DRIVE AS NO STOPPING OR STANDING AND AMENDING SECTION 332-24(PARKING PROHIBITED CERTAIN HOURS) DESIGNATING NO PARKING BEGINNING MIDNIGHT ON SUNDAY THROUGH 1:00 P.M. FRIDAY AND BEGINNING 3:00 P.M. FRIDAY THROUGH 11:59 P.M. SATURDAY

Initiator

Department/Division	Public Works	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Mayor Fulop	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

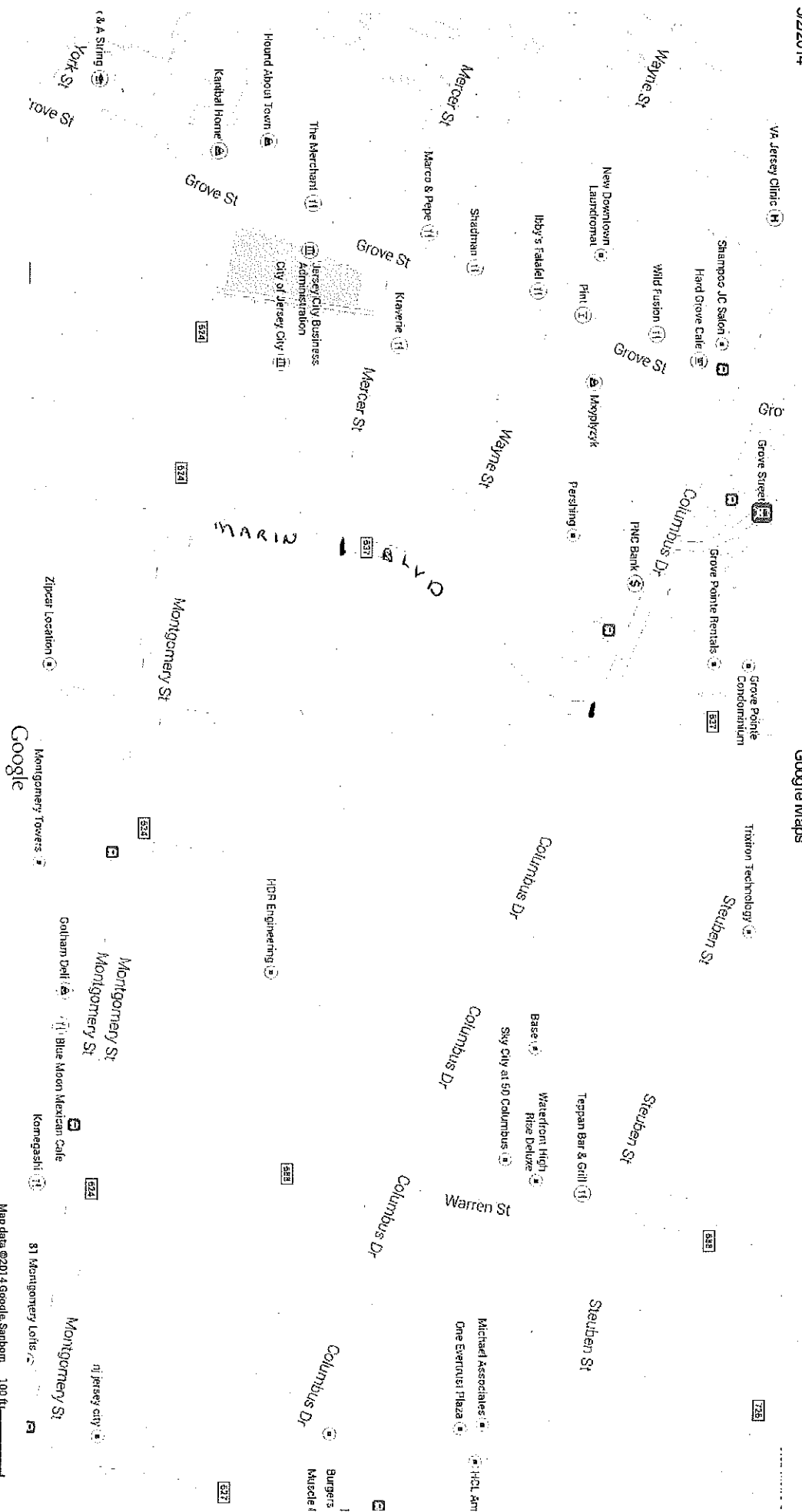
Ordinance Purpose

To permit parking on sections of Marin Boulevard between Mercer Street and Columbus Drive on Friday, only, between the hours of 1:00 p.m. and 3:00 p.m.

I certify that all the facts presented herein are accurate.


Signature of Department Director

5-5-14
Date





CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

PUBLIC WORKS COMPLEX | 575 ROUTE 440 | JERSEY CITY, NJ 07305
P: 201 547 4402 | F: 201 547 4803



STEVEN M. FULOP
MAYOR OF JERSEY CITY

MICHAEL E. RAZZOLI
DIRECTOR

MEMORANDUM

DATE: May 2, 2014

TO: Jeremy Farrell, Corporation Counsel

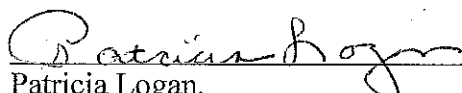
FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: **PROPOSED ORDINANCE – PARKING PROHIBITIONS**
MARIN BOULEVARD – MERCER STREET TO COLUMBUS DRIVE

Attached for your review and signature is legislation proposed by this Division (for the Council's consideration) at the request of Mayor Fulop amending Chapter 332, of the Jersey City Traffic Code.

The proposed legislation amends the parking prohibitions along both sides of Marin Boulevard from Mercer Street to Columbus Drive to allow for parking, at certain areas, on Fridays only, between the hours of 1:00 p.m. and 3:00 p.m.

The Mayor has requested that the Ordinance be listed on the May 14, 2014 Municipal Council Meeting Agenda.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Stanley Huang, P.E., Municipal Engineer
Brian Weller, L.L.A., ASLA, Director, Architecture, Engineering, Traffic and Transportation
Michael Razzoli, Director, DPW
Robert Byrne, City Clerk
Robert Kakoleski, Business Administrator
Muhammed Akil, Chief of Staff
Mayor Fulop



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.054

TITLE:

ORDINANCE AUTHORIZING THE EXECUTION OF A RIGHTS-OF-WAY USE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND TW TELECOM OF NEW JERSEY L.P. TO PERMIT THE INSTALLATION OF FIBER OPTIC CABLING IN EXISTING UNDERGOUND CONDUIT AND/OR ON EXISTING UTILITY POLES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATION SERVICES

WHEREAS, tw telecom of new jersey l.p. ("TWTC"), 10475 Park Meadows Drive, Littleton, Colorado, 80124, is a telecommunications carrier authorized to provide services such as dark-fiber connectivity and high speed data transmission by the New Jersey Board of Public Utilities ("BPU") and the Federal Communications Commission ("FCC"); and

WHEREAS, TWTC has requested that the City of Jersey City ("City") grant it permission to run fiber optic cabling through existing innerducts located in existing underground conduits and/or on existing poles in the public rights-of-way for the purpose of installing, operating, repairing and maintaining a telecommunications system ("Project"); and

WHEREAS, TWTC agrees to execute the forty (40) year Rights-of-Way Use Agreement that is attached hereto; and

WHEREAS, TWTC agrees to pay the City the sum of \$750.00 to cover the administrative expenses incurred by the City for engineering and legal review of TWTC's Project; and

WHEREAS, N.J.S.A. 48:17-10 and N.J.S.A. 40:67-1 authorize the City to grant municipal consent for public utility lines in its public rights-of-way; and

WHEREAS, it is deemed to be in the best interest of the City and its citizens, particularly, the commercial industrial citizens, for the City to grant consent to TWTC to use the public rights-of-way within the City; and

WHEREAS, the granting of such consent is conditioned upon TWTC's compliance with all existing City Ordinances and its execution of the attached Rights-of-Way Use Agreement; and

WHEREAS, TWTC agrees to indemnify, defend and hold the City harmless as to all claims and liability resulting from any injury or damage which may arise from the installation, operation, repair, and maintenance of its telecommunications system within certain public rights-of-way and provide liability insurance coverage for personal injury and property damage.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JERSEY CITY THAT:

1. Non-exclusive consent is hereby granted to TWTC to use certain public rights-of-way within the City for the purpose of installation, operation, repair, and maintenance of a telecommunications system for a period of forty (40) years, subject to the mutual covenants and obligations as set forth in the Rights-of-Way Use Agreement attached hereto;

2. The within granted permission is conditioned upon TWTC's executing the Rights-of-Way Use Agreement attached hereto and providing liability and property damage insurance; and
 3. The Mayor or Business Administrator is authorized to execute the attached Rights-of-Way Use Agreement.
-
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
 - B. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
 - C. This ordinance shall take effect at the time and in the manner as provided by law.
 - D. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: New matter is underlined.

For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

RR

5-5-14

APPROVED AS TO LEGAL FORM

Certification Required ☐
Not Required ☐

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Ordinance authorizing the execution of a Rights-of-Way Use Agreement between the City of Jersey City and tw telecom of new jersey l.p. to permit the installation of fiber optic cabling in existing underground conduit and/or on existing utility poles within certain public rights-of-way for purposes of providing telecommunications services

Initiator

Department/Division	Law Department	
Name/Title	Raymond Reddington	Supr. Asst. Corp. Counsel
Phone/email	201-547-5063	Ramondr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

tw telecom of new jersey l.p. is a telecommunications carrier authorized by the New Jersey Board of Public Utilities and the Federal Communications Commission to provide services such as dark fiber connectivity and high speed data transmission. tw telecom requested the City's permission to run fiber optic cable through the existing innerducts located in existing underground conduits and attach its fiber optic cabling to existing poles in public rights-of-way for the purpose of installing, operating, repairing and maintaining a telecommunications system. This ordinance authorizes the execution of the Rights-of-Way Use Agreement which contains the City's terms and conditions for the use of the public rights-of-way by a telecommunications provider.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

MEMORANDUM

TO: Rolando Lavarro, City Council President and City Council Members

FROM: Raymond Reddington, Supervisory Assistant Corporation Counsel *R.R.*

DATE: May 5, 2014

SUBJECT: Ordinance authorizing the execution of a Rights-of-Way Use Agreement with tw telecom of new jersey l.p. to permit the installation of fiber optic cabling within certain public rights-of-way for the purpose of providing telecommunication services

This ordinance authorizes the City of Jersey City (City) to execute a Rights-of-Way Use Agreement with tw telecom of new jersey l.p. (TWTC). TWTC is a telecommunications carrier authorized to provide service by the New Jersey Board of Public Utilities and the Federal Communications Commission. TWTC requested the City's permission to run fiber optic cabling through existing innerducts located in existing underground conduits and/or on existing poles in the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system.

The City Council must vote on the ordinance in order to avoid being in violation of the Federal Telecommunications Act of 1966 (Act), 47 U.S.C.A. §151 et seq. 47 U.S.C.A. § 253(a) of the Act preempts state and local laws and regulations that expressly or effectively prohibit the ability of an entity to provide telecommunication services. The only exception to the preemption is 47 U.S.C.A. § 253(c). It preserves the authority of a municipality to manage its public streets. The types of activities that fall within the sphere of appropriate management of the public streets by a municipality include coordination of construction schedules, determination of insurance, bonding and indemnity requirements, establishment and enforcement of building codes, and keeping track of the various companies using the public streets to prevent interference with them. See, Illinois Bell Telephone Co. v. Village of Itasca, 503 F. Supp. 2d. 928, 239-941 (Dist. Il. 2007).

The Rights-of-Way Use Agreement that is the subject of this Ordinance contains the City's standard management provisions for the use of its public streets by a telecommunications company. TWTC agrees to comply with all of the City's management provisions.

RIGHTS OF WAY USE AGREEMENT

THIS RIGHTS OF WAY USE AGREEMENT ("Use Agreement") is dated the _____ day of _____ 2014 (The "Effective Date"), and entered into by and between the City of Jersey City ("City"), a New Jersey Municipal Corporation, having its address at 280 Grove Street, Jersey City, New Jersey 07302, and tw telecom of new jersey l.p. ("TWTC"), with offices located at 10475 Park Meadows Drive, Littleton, Colorado 80124

RECITALS

WHEREAS, TWTC is a telecommunications carrier authorized to provide services such as dark-fiber connectivity and high speed data transmission by the New Jersey Board of Public Utilities (BPU) and the Federal Communications Commission (FCC); and

WHEREAS, TWTC has requested that the City grant it permission to run fiber optic cabling through existing inner ducts located in existing underground conduits and/or on existing utility poles located in the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system ("Project"); and

WHEREAS, TWTC agrees to execute this forty (40) year Use Agreement; and

WHEREAS, TWTC agrees to pay the City \$750.00 to cover the administrative expenses incurred by the City for engineering and legal review of TWTC's Project; and

WHEREAS, TWTC agrees to pay the City's additional administrative expenses incurred by the City if the Project requires additional engineering and legal review; and

WHEREAS, N.J.S.A. 48:17-10 and N.J.S.A. 40:67-1 authorize the City to grant municipal consent for the installation of public utility lines in its rights-of-way; and

WHEREAS, it is deemed to be in the best interest of the City and its citizenry, particularly including the commercial and industrial citizens, for the City to grant municipal consent to TWTC to occupy said public rights-of-way within the City for this purpose; and

WHEREAS, the granting of such consent is and shall be conditioned upon TWTC's continued compliance with all existing and future ordinances of the City and its entering into this Use Agreement with the City; and

WHEREAS, TWTC agrees to indemnify, defend and hold the City harmless as to all claims and liability resulting from any injury or damage which may arise from the construction, installation, operation, repair, maintenance, disconnect, replacement and removal of its telecommunications system within certain public rights-of-way and provide liability insurance coverage for personal injury and property damage.

NOW, THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the City and Cross TWTC hereby agree to and with each other as follows:

Section 1: Definitions

- a. "BPU" is the New Jersey Board of Public Utilities.
- b. "TWTC is the grantee of rights under this Use Agreement and is known as tw telecom of new jersey l.p., its successors and assigns.
- c. "City" is the grantor of rights under this Use Agreement and is known as the City of Jersey City, County of Hudson, State of New Jersey.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Rights-of-Way" means the areas devoted to passing under, over on or through lands with public utility facilities.
- f. "Underground Conduit" means, in addition to its commonly accepted meaning, any wires or cable placed therein and any replacement thereof which are similar in construction and use.

Section 2: Grant of Consent.

The City hereby grants TWTC its municipal consent for the non-exclusive use of the public rights-of-way within the City for the purpose of owning, constructing, installing, operating and maintaining a telecommunications system, subject to the mutual covenants and obligations as set forth in this Use Agreement.

Section 3: Public Purpose.

It is deemed to be in the best interests of the City and its citizenry, particularly including commercial and industrial citizens, for the City to grant consent to TWTC to occupy said public rights-of-way within the City for this purpose.

Section 4: Project Description and Notice to and Approval of City

TWTC will be installing a high capacity fiber optic cable in existing underground conduit and/or on existing utility poles. Any construction to be undertaken for the purposes described herein shall require prior notice by TWTC to the City. TWTC shall fully describe the construction to be undertaken in plans and specifications submitted to the City, and shall obtain approval from, coordinate and work with the appropriate Municipal Department(s) before scheduling and commencing any construction.

Section 5: Scope of Use Agreement.

Any and all rights expressly granted to TWTC under this Use Agreement, which shall be exercised at TWTC's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable laws to use any and all parts of the municipal rights-of-way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal rights-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in TWTC a real property interest in land, including any fee, leasehold interest, easement or any other form of interest or ownership.

Subject to obtaining the permission of the owner(s) of Utility Poles and Underground Conduit, which shall be the sole responsibility of TWTC to undertake and obtain, and subject to notice and approval of the City as described in section 4 herein, the City hereby authorizes and permits TWTC to enter upon the municipal rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles or Underground Conduit owned by public utility companies or to be constructed by TWTC located within the municipal rights-of-way as may be permitted by the public utility company or property owner, as the case may be.

Section 6: Compliance with Ordinances

TWTC shall comply with all existing ordinances of the City as may be amended from time to time and with all future ordinances as may be enacted.

Section 7: Municipal Costs

TWTC agrees to pay to the City \$750.00 to cover the reasonable costs incurred by the City for engineering and/or legal review, analysis and preparation of documents related to TWTC's request for municipal consent to its Project. If the Project requires additional engineering and/or legal review, TWTC agrees to pay the City's reasonable administrative expenses that the City incurs.

Section 8: Duration of Consent and Termination of Agreement

The non-exclusive municipal consent granted herein shall expire forty (40) years from the Effective Date of this Use Agreement. Upon expiration of such consent, or at such earlier date that TWTC ceases to maintain its facilities, it shall remove the facilities at its cost and expense.

The City may terminate this Use Agreement, or require modification hereof, upon notice and opportunity of TWTC to be heard, where it is shown that the scope of use hereunder is compromising the health, safety and welfare of the citizenry.

Section 9: Indemnification

TWTC, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the City, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suites, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of TWTC's actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be incurred by the City in connection with any and all claims, demands, suites, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with TWTC's activities pursuant to the rights granted in this Use Agreement.

Other than in connection with the foregoing third-party claims indemnification, neither the City nor TWTC shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to the consents granted hereby.

Section 10. Notices

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail, return receipt requested, to the parties at the following addresses:

To TWTC at: tw telecom of new jersey l.p.
 Attn: Vice President Regulatory
 10475 Park Meadows Drive
 Littleton, Colorado 80124
 Telephone: (212) 364-7319

With a copy to: tw telecom of new jersey l.p.
 Attn: Sr. Vice President & General Counsel
 10475 Park Meadows Drive
 Littleton, Colorado 80124
 Telephone: (303) 566-1279

To the City : Municipal Engineer
 City of Jersey City
 575 Route 440
 Jersey City, New Jersey 07305
 Telephone: (201) 547-4411

With a copy to: Corporation Counsel
 Jersey City Law Department
 City Hall
 280 Grove Street
 Jersey City, New Jersey 07302
 Telephone: (201) 547-5229

Section 11. Liability Insurance

TWTC shall at all times maintain a comprehensive liability insurance policy with a single amount of at least One Million dollars (\$1,000,000.00) covering liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability policy (or "umbrella") policy in the amount of Five Million Dollars (\$5,000,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, TWTC shall file Certificates of Insurance with the City with endorsements evidencing the coverage provided by said liability and excess or umbrella liability policies.

The City shall notify TWTC within fifteen days (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City on account of any of TWTC's or its sub-contractors, agents, employees, officers, servants, designees, guests and invitees, activities pursuant to the rights granted in this Use Agreement.

Section 12. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 13. Governing Law.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

Section 14. Incorporation of Prior Agreements.

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 15. Modification of Agreement.

This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 16. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 17. Counterparts.

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

tw telecom of new jersey l.p.
by tw telecom inc., its general partner

Witness

City of Jersey City

Witness

Robert Kakoleski
Business Administrator

Robert Byrne
Municipal Clerk

City Clerk File No. Ord. 14.055

Agenda No. 3.E 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.055

TITLE:

**AN ORDINANCE AUTHORIZING A LEASE AGREEMENT
BETWEEN THE CITY OF JERSEY CITY AND VERIZON
NEW JERSEY INC. FOR PROPERTY LOCATED AT
71 MADISON AVENUE, JERSEY CITY, NEW JERSEY.**

WHEREAS, the City of Jersey City has a need for parking spaces for the Police West District; and

WHEREAS, Verizon New Jersey Inc. is willing to lease premises at 71 Madison Avenue, Jersey City Block 18601 Lot 21 consisting of 18,787 square feet of space for a total rental fee of \$12,128.00 per year or \$1,010.67 per month; and

WHEREAS, the lease will be for a term of five (5) years effective July 1, 2014 and terminating June 30, 2019; and

WHEREAS, the City shall have the right to terminate the lease without cause by providing thirty (30) days notice to the effective date of termination; and

WHEREAS, the sum of \$5,000.00 is available in Account # 01-201-31-432-304; and

WHEREAS, the balance of the lease funds will be made available in the 2014 permanent budget and in subsequent Calendar Year budgets; and

WHEREAS, N.J.S.A. 40A:12-5 provides that a municipality may by ordinance authorize the leasing of real property or personal property; and

WHEREAS, this agreement is in the best interest of the City of Jersey City.

NOW THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Lease Agreement attached hereto with Verizon New Jersey, Inc. for 18,787 sq. ft. of space at 71 Madison Avenue, Jersey City.
2. The term of this lease shall be five (5) years and shall take effect as of July 1, 2014 and end on June 30, 2019.
3. The City shall have the right to terminate without cause by providing thirty (30) days notice prior to the effective date of termination.
4. The rent for the 18,787 sq. ft. of space shall be \$1,010.67 per month or \$12,128.00 yearly.
5. Funds in the amount of \$5,000.00 are available in Account # 01-201-31-432-304. The balance of the lease funds will be made available in the 2014 permanent budget and in subsequent Calendar Year Budgets.

- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect in the same manner as prescribed by law.
- D. The City Clerk and the Corporation Counsel be and are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

I, _____, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$5,000.00 are available for this expenditure in Account # 01-201-31-432-304 in accordance with the Local Budget Law, N.J.S.A. 40:4-1 et seq. Requisition #0166075 Purchase Order # 113487

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: Steve Miller

APPROVED: _____

Business Administrator

Certification Required ☐

Not Required ☐

ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ORDINANCE AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND VERIZON NEW JERSEY INC. FOR PROPERTY LOCATED AT 71 MADISON AVENUE, JERSEY CITY, NEW JERSEY.

Initiator

Department/Division	Administration	Real Estate
Name /Title	Steve Miller	Confidential Assistant
Phone/E-Mail	(201) 206-9531	SteveM@jcnj.org

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

To provide parking for the West District Police.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

LEASE AGREEMENT

THIS LEASE AGREEMENT made this ____ day of _____, 2014, between **VERIZON NEW JERSEY INC. (Verizon)** located at 540 Broad Street, Newark , New Jersey 07012 ("Lessor"), and the **CITY OF JERSEY CITY (City)**, 280 Grove Street, Jersey City, New Jersey 07302.

WHEREAS, the City requires parking spaces for Police employees working at the West District; and

WHEREAS, Verizon agrees to lease the City approximately 18,787 square foot paved parking lot located at 71 Madison Avenue, Jersey City, New Jersey.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Premises

Verizon does hereby lease to the City and the City does hereby rent from Verizon the following described premises:

18,787 square foot paved parking lot located at 71 Madison Street, Jersey City, New Jersey.

ARTICLE II

Term

For a term of five (5) years effective as of July 1, 2014 and ending on June 30, 2019.

ARTICLE III

Use

Under the terms of this lease, the City shall have the right to use and occupy the 18,787 square foot parking lot located at 71 Madison Avenue, Jersey City, New Jersey.

ARTICLE IV

Payment of Rent

The City covenants and agrees to pay Verizon rent for and during the term hereof the sum of Twelve Thousand One Hundred Twenty Eight Dollars (\$12,128.00) yearly or One Thousand Ten Dollars and Sixty Seven Cents (\$1,010.67) per month during the term of this Lease. The sum of One Thousand Ten Dollars and Sixty Seven Cents (\$1,010.67) represents the monthly rent due for the 18,787 square foot paved parking lot at 71 Madison Street.

ARTICLE V
Assignment Sub-Lease

The City shall not, without the prior written consent of Verizon, assign mortgagor hypothecate this Lease, or sublet or sublease the premises or any part hereof.

ARTICLE VI
Termination

The term of this Lease is for five (5) years. The City shall have the right at its convenience to terminate the lease at any time during its term by giving thirty (30) days notice prior to the date of termination.

ARTICLE VII
Validity of Lease

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

ARTICLE VIII
Notices

All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested or by hand delivery to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing. Notice of change of address shall be given in the same manner.

ARTICLE IX
Entire Contract

This Lease contains the entire contract between the parties. No representative, agent or employee of Verizon has been authorized to make any representations or promises with reference to the within letter or to vary, alter or modify the terms hereof. No additions changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by Verizon and the City.

ARTICLE X

Insurance

Lessor and Lessee hereby acknowledge that each is self-insured and that any claim whatsoever which arises from Lessee's use of the premises or Lessor's ownership of the same shall be submitted to the respective party self-insurance plan.

ARTICLE XI

This Lease may not be filed by the City without prior written consent of Verizon.

Verizon may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the status or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporation the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the written instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above written.

ATTEST:

CITY OF JERSEY CITY

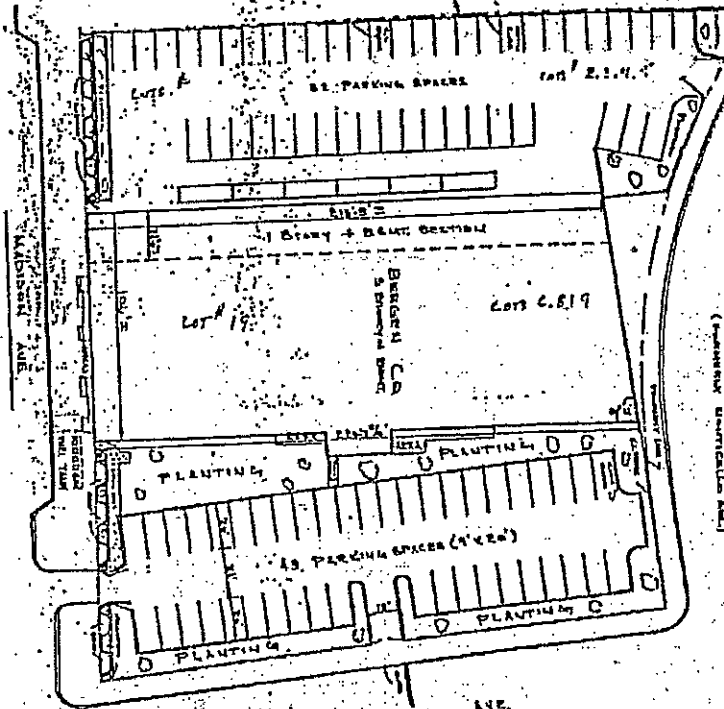
Robert Byrne,
City Clerk

Robert J. Kakoleski,
Business Administrator

WITNESS:

VERIZON NEW JERSEY INC.

BY: _____



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Entire Site Size (SF)	63,148
Parking Area 2 (SF)	18,788
Parking Area 2 as Percentage of Overall Site	0.30

2014 Assessment - Total	\$2,100,000
2014 Assessment - Land	\$552,500
2014 Assessment - Building	\$1,547,500
Land as Percentage of Total Assessment	0.26

2013 Taxes	\$156,786
Total Land Taxes (26% of \$156,786)	\$41,250
Renewal Rental Rate for Parking Area 2	\$12,273

City Clerk File No. Ord. 14.056
Agenda No. 3.F 1st Reading
Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.056

TITLE:

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LEASE AGREEMENT AS LESSEE WITH E.A. TOLENTINO AND H. CLAY IRVING III, FOR THE USE OF THEIR VACANT, UNIMPROVED LOT LOCATED AT BLOCK 15202, LOT 31, MORE COMMONLY KNOWN AS 157-161 SUMMIT AVENUE, IN JERSEY CITY, FOR PARKING.

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, The City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, Jersey City, New Jersey; and

WHEREAS, N.J.S.A. 40A:12-5 provides that municipal corporations may, by ordinance, acquire property by lease; and

WHEREAS, the City's Department of Health & Human Services has relocated its offices to a certain property located at 199 Summit Avenue; and

WHEREAS, the property located at 199 Summit Avenue lacks sufficient parking space for all of the employees who work there; and

WHEREAS, E.A. Tolentino and H. Clay Irving III ("the Owners") own a certain property near 199 Summit Avenue known as Block 15202, Lot 31 on the official tax map of the City, and is more commonly known by the street address of 157-161 Summit Avenue, Jersey City, New Jersey 07304; and

WHEREAS, the Owner's property is a vacant lot suitable for use as a parking lot by the City's employees who are working at 199 Summit Avenue; and

WHEREAS, the Owner's lot contains fifty-seven (57) parking spaces; and

WHEREAS, the City has currently been using the Owner's for the City's daily weekday use pursuant to License Agreement authorized by the City Council by Resolution 14.252 adopted on April 9, 2014; and

WHEREAS, the License Agreement remains in effect until this Lease between the City and the Owners for the use of the lot can be approved and executed or until June 30, 2014, whichever comes first; and

WHEREAS, the Owners agree to grant the City the right to use the lot for parking spaces for \$50 per space, or \$2,850.00 per month pursuant to the provisions of the Lease attached hereto; and

WHEREAS, there are sufficient funds in the Municipal Rental Account, account #01-201-31-432-304, available to pay charges incurred under this Ordinance; and

WHEREAS, the lease term will be for two (2) years beginning as of April 1, 2014 and ending March 31, 2016; and

NOW, THEREFORE, BE IT ORDAINED by the Council of Jersey City that:

1. Subject to such modification as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Lease Agreement with Owners E.A. Tolentino and H. Clay Irving III for 57 parking spaces located at 157-161 Summit Avenue, Jersey City.
2. The term of the Lease Agreement shall be two (2) years commencing as of April 1, 2014 and termination March 31, 2016.
3. The monthly rent shall be \$2,850.00
- A. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This Ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

Note: All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LEASE AGREEMENT AS LESSEE WITH E.A. TOLENTINO AND H. CLAY IRVING III, FOR THE USE OF THEIR VACANT, UNIMPROVED LOT LOCATED AT BLOCK 15202, LOT 31, MORE COMMONLY KNOWN AS 157-161 SUMMIT AVENUE, IN JERSEY CITY, FOR PARKING.

Initiator

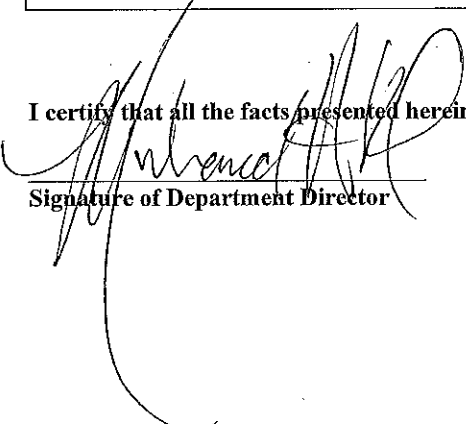
Department/Division	Office of the Mayor	
Name/Title	Muhammed Akil	Chief of Staff
Phone/email	(201) 547-6542	muhammeda@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance allows the City to enter into a Lease which will supersede the temporary License Agreement authorized by City Council Resolution 14.252 adopted on April 9, 2014, allowing for the City to use this empty lot for parking.

I certify that all the facts presented herein are accurate.


Signature of Department Director

5/7/14
Date

**LEASE between JERSEY CITY and E.A. TOLENTINO & H. CLAY IRVING, III
OWNERS OF 157-161 SUMMIT AVENUE**

THIS LEASE, dated as of the 1st day of **APRIL**, 2014 between

E.A. TOLENTINO AND H. CLAY IRVING III, who maintain offices at offices located at 600 Pavonia Avenue Jersey City, New Jersey 07306, hereinafter referred to as the Landlords, and the **CITY OF JERSEY CITY**, with offices at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the Tenant;

WHEREAS, the Tenant's Department of Health & Human Services is relocating some of its offices to a certain property located at 199 Summit Avenue; and

WHEREAS, the property located at 199 Summit Avenue lacks sufficient parking space for all of the employees who will be working there; and

WHEREAS, the Landlords are the owners of a certain property near 199 Summit Avenue known as Block 15202, Lot 31 on the official tax map of the City, and is more commonly known by the street address of 157-161 Summit Avenue, Jersey City, New Jersey 07304, hereinafter referred to as the Premises; and

WHEREAS, the Premises contains a parking lot suitable for use by the Tenant's employees who will be working at 199 Summit Avenue; and

WHEREAS, the Tenant wishes to use the Premises which contains 57 parking spaces for the Tenant's daily weekday use; and

WHEREAS, the Landlords agree to lease to the Tenant the use of these 57 spaces, hereinafter referred to as the Leased Premises, for the term and rent specified herein.

THE TERMS AND CONDITIONS OF THE LEASE ARE AS FOLLOWS:

The Landlords hereby lease to the Tenant, the parking spaces noted above in accordance with and subject to the terms and condition of this lease.

Term:

The Initial Term of this Lease shall be for two (2) years beginning as of **APRIL 1, 2014** and terminating on **MARCH 31, 2016**.

Option to Renew or Extension of Lease Term:

During the Initial Term of this Lease the Tenant shall have the option to extend the term of this lease, provide that same is in full force and effect and the Tenant is not in default hereunder and on the same terms and conditions for an additional three (3) years as individual one (1) year options (the "Extended Term"). The Tenant shall deliver written notice to the Landlords at least ninety (90) days but not more than one-hundred eighty (180) days prior to the expiration of the Initial Term with time being of the essence to the option to extend the lease. Such notice shall be by certified mail.

The Tenant, with the consent of the Landlords, may also extend the term or terms of the lease agreement for such periods and upon such conditions as the parties may agree. If the Tenant shall remain in the Leased Premises after the expiration of the term of this Lease without having executed a

new written lease with the Landlords, such holding over shall not constitute a renewal or extension of this Lease. The Landlords may treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlords may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof.

Termination of Lease:

This Lease shall end at the expiration of the initial term or renewed term or may sooner terminate pursuant to the provisions of this lease or pursuant to law. Upon the expiration or other termination of this Lease, the Tenant shall, at its sole cost and expense, cease its operations, remove all personal property and restore the Leased Premises to its original condition, reasonable wear and tear caused by Tenant is excepted.

Rent:

The Tenant shall pay rent to the Landlords for the use of the 57 spaces within the Leased Premises as follows: \$50.00 per space, per month for the duration of this Lease, or \$2,850.00 payable on or before the first day of each month, commencing as soon as this Lease is executed and not later than July 1, 2014.

Should the term of this Lease be extended for a third year, the rent shall be as follows: \$55.00 per space, per month for the duration of this Lease, or \$3,135.00 payable on or before the first day of each month.

Should the term of this Lease be extended for a fourth year, the rent shall be as follows: \$60.00 per space, per month for the duration of this Lease, or \$3,420.00 payable on or before the first day of each month.

Should the term of this Lease be extended for a third year, the rent shall be as follows: \$65.00 per space, per month for the duration of this Lease, or \$3,705.00 payable on or before the first day of each month.

Should the term of this Lease commence or end on a day other than the first day of a calendar month, then the rental for such partial month shall be pro-rated on a daily basis based upon a thirty (30) day calendar month.

Use of the Leased Premises:

The Tenant shall be entitled to use the entire lot for the entire duration of this Lease. The Landlords reserve the right to re-enter the Leased Premises for reasonable inspection of the Leased Premises provided that the Landlords give reasonable notice to the Tenant of their intention to enter the Leased Premises.

Assignment and Subleasing:

Tenant shall not have the right to assign or sub-let the Leased Premises nor any portion thereof without the written consent of the Landlords.

Alterations to the Leased Premises:

The Tenant has examined the Leased Premises and accepts it in its present condition (except as otherwise expressly provided herein) and without any representations made by the Landlords or their agents as to the present or future condition of the Leased Premises. The Landlords make no representation nor warranty with respect to the condition of the Leased Premises, except that the

Landlords represent that the Leased Premises is free of any environmental contamination. The Landlords shall not be liable for any latent or patent defect in the Leased Premises.

The Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of the Landlords with the exception of grading and surfacing the Leased Premises, and providing fencing. If the Landlords consent to further renovations or alterations, said renovations or alterations shall be made at the sole expense of the Tenant. All additions and improvements, whether temporary or permanent, which may be made upon the Leased Premises either by the Landlords or the Tenant shall be the property of the Landlords and shall remain upon the Leased Premises at the termination of this lease without compensation to the Tenant. Notwithstanding the foregoing, all equipment which are not deemed improvements and are installed by Tenant remains the property of the Tenant and shall be removed from the Leased Premises by the Tenant at the end of the Lease. If the Tenant refuses or neglects to remove such equipment, the Landlords may remove the equipment, and the Tenant shall forthwith reimburse the Landlords the total expense incurred by the Landlords in removing the equipment.

The Tenant shall take good care of the Leased Premises and fixtures and appurtenances therein. The Tenant shall commit no act of waste.

Maintenance and Repairs:

The Landlords shall be responsible for ensuring that the Leased Premises is properly lit and fenced in. The Landlords shall be responsible for security and for keeping the lot in good order and maintaining all improvements thereto in good condition.

The Tenant shall be responsible for snow removal. The Tenant will not leave debris, rubbish, flammable or other objectionable material at the Leased Premises nor create a condition at the Leased Premises which is of a dangerous, noxious or offensive nature or which is hazardous or creates undue vibration, heat, noise or interference.

Hazardous Materials:

If Hazardous Materials are discovered in the Leased Premises on or after the Commencement Date (and provided the Hazardous Materials were not, or caused to be brought, installed, placed or released within the Leased Premises, by the Tenant or its Officers, Employees or Agents), and to the extent that abatement work is ordered by a government agency having jurisdiction and authority to so order, or the same is required by applicable law, then the Tenant shall have the right to vacate the Leased Premises and Landlords shall, at their sole cost and expense, promptly perform all abatement work and make all repairs. All rent payable hereunder shall be abated from the date on which the Hazardous Materials are discovered until the date on which the abatement work is complete and all repairs are completed, if said abatement cannot be completed without the Tenant vacating the Leased Premises.

- (a) Landlords hereby agree to indemnify, defend and hold Tenant and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities or loss including attorneys' fees, consultant fees, and expert fees which arise during or after the term of this Lease from or in connection with the presence or suspected presence of hazardous materials on or under the Leased Premises, unless the hazardous materials are present due to any act or omission of Tenant, its officers, employees or agents.
- (b) Tenant shall indemnify, defend and hold harmless the Landlords from and against all claims, liabilities, losses, damages and costs, foreseen or unforeseen, including without limitation, legal counsel, engineering and other professional or expert fees, which

Landlords may incur, provided that any such hazardous materials discovered were related to any act or omission by Tenant, its Officers, Employees or Agents with regard to Tenant's obligations under this paragraph. The provisions of this Section shall survive the expiration or early termination of this Lease.

Damage or Destruction:

If after the use commencement date, any damage to the Leased Premises or to any other part of same or to their fixtures caused by the negligence or improper conduct of the Tenant, or its employees, invitees, licensees or agents, shall be repaired promptly by the Tenant at its sole cost and expense. If the Tenant refuses or neglects to make such repairs or fails to diligently prosecute the same to completion within thirty (30) days after written notice from the Landlords to the Tenant of the need therefore, the Landlords may make such repairs at the expense of the Tenant and such expense shall be collectible as additional rent.

The Landlords shall be responsible for the cost of repairs for damage or destruction of the Leased Premises or any part of it which are damaged or destroyed as a result of the carelessness, negligence or improper conduct of the Landlords or their employees, agents guests, invitees or clients.

Whenever the Landlords make repairs or restorations it shall have the exclusive right to make the repairs and restorations to the Leased Premises with its own in-house staff or contractors, if the Landlords bear responsibility for the cost of said repairs and restorations.

Security:

The Landlords are required to provide security by ensuring that the Leased Premises is properly fenced in and lit. The Tenant may provide additional security measures for the Leased Premises at the sole expense of the Tenant, providing that the Landlords approve same in writing.

Right of Entry:

The Landlords may enter the Leased Premises at reasonable hours in the day or night to examine the same, or to make such repairs, as necessary for the safety, or convenience of the users thereof (there being no obligation, however, on the part of the Landlords to make any repairs, additions or alterations), or in the event of an emergency.

Insurance:

Tenant is self insured for General Liability in the amount of \$1,000,000. Tenant also carries Excess General Liability Insurance in the amount \$2,000,000 over the \$1,000,000 self insured retention for a total of \$3,000,000 in coverage. Landlords acknowledge Tenant's right to self insure. At the inception of this Lease, Tenant shall provide a letter or certificate evidencing coverage of self-insurance and compliance of insurance. A letter from the Tenant will be provided naming the Landlords as an additional insured.

The Tenant's self insurance and excess shall be as related to Tenant's negligence, notwithstanding any insurance maintained by the Landlords. The Landlords shall have no responsibility for loss, damage to, or theft of the Tenant's personal property.

In addition, the Landlords shall continue to maintain Comprehensive General Liability coverage on the Leased Premises and name the Tenant as an additional insured.

Environmental Condition:

The Landlords represent that the Leased Premises is free of any environmental contamination. The Landlords agree to hold the City harmless for any environmental remediation or damages necessitated by or arising from the existing condition of the Leased Premises or the City's use or occupancy of the Leased Premises. Any minor environmental contamination that should arise during the City's use or occupancy of the Leased Premises such as a fuel or oil spill shall be reported to the Landlords immediately and shall be remedied as soon as possible by the City at the City's sole expense.

Land Use:

The Landlords agree to cooperate with the City and to execute any documents necessary and appropriate to effectuate the City's temporary use of the Leased Premises for parking if approval is determined to be required under the City's existing land use regulations.

Fire or Other Casualty Loss:

The Tenant shall give immediate notice to the Landlords if fire or other casualty occurs at the Leased Premises or if there is damage caused by the elements.

Should the Leased Premises be rendered unfit for the Tenant's use, but yet be repairable within ninety (90) days from damage, the Landlords may enter and repair the same with reasonable speed, in which event, the rent shall not accrue after damage or during repairs, but shall commence immediately after repairs shall be completed.

But if the Leased Premises shall be so slightly damaged as not to be rendered unusable, the Landlords shall repair the Leased Premises with reasonable promptness in which case the rent accrued and accruing shall not cease.

In the event of the destruction of the Leased Premises during the term or previous thereto, or such partial destruction as to render the Leased Premises unfit for the Tenant's use, or should the Leased Premises be so badly damaged that the same cannot be repaired within ninety (90) days of such damage, the term shall, at the sole option of the Tenant, cease and become null and void from the date of such damage or destruction; and the Tenant shall immediately surrender said Leased Premises and all of the Tenant's interest therein, and shall pay rent only to the time of such surrender.

Quiet Enjoyment:

The Landlord covenants that the Tenant, by paying the rent and performing the terms and conditions contained in this lease agreement shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Tenant's use pursuant to the terms of this Lease.

Condemnation:

If the property or any part thereof wherein the Leased Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease shall terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

Breach and Termination:

If the Tenant violates any material covenant or condition of this Lease and fails to discontinue such violation within thirty (30) days after notice to the Tenant, this Lease shall, at the option of the Landlords, become void, and the Landlord may re-enter the Leased Premises without further notice or demand to the Tenant. The rent in such case shall become due, be apportioned and paid up to the day of such re-entry. No waiver by the Landlords of any violation or breach of condition by the Tenant shall be construed as a waiver of any other violation or breach of condition; nor shall lapse of time after breach of condition by the Tenant before the Landlords shall exercise its option under this paragraph operate to defeat the right of the Landlords to declare this lease void and to re-enter the

Leased Premises after the breach or violation.

If the Landlords violate any material covenant or condition of this Lease and fails to discontinue such violation within thirty (30) days after notice to the Landlords, this Lease shall, at the option of the Tenant, become void, and the Tenant may surrender the Leased Premises without further notice or demand to the Landlords. The rent in such case shall become due, be apportioned and paid up to the day of surrender. No waiver by the Tenant of any violation or breach of condition by the Landlords shall be construed as a waiver of any other violation or breach of condition; nor shall lapse of time after breach of condition by the Landlords before the Tenant shall exercise its option under this paragraph operate to defeat the right of the Tenant to declare this lease void and to surrender the Leased Premises after the breach or violation.

Notices:

All notices and demand, incidental to this Lease, or the occupation and or use of the Premises, shall be in writing. If the Landlord desires to serve upon the Tenant any notice or demand, it shall be sufficient to send a copy by registered mail, addressed to the Tenant at:

City of Jersey City
Business Administrator
280 Grove Street
Jersey City, New Jersey 07302

With copy to:

Jersey City Law Department
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to:

E.A. Tolentino & H. Clay Irving III
Owners
600 Pavonia Avenue
Jersey City, New Jersey 07306

The Tenant shall comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable the Tenant's Permitted Use of the Premises.

Events of Default; Remedies Upon Tenant's Default:

The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within (20) twenty days thereafter; (b) a default by the Tenant in the performance of any of the other material covenants or conditions of this Lease, which the Tenant does not cure within thirty (30) days after the Landlord gives the Tenant written notice of such default; or (c) the eviction of the Tenant.

If an Event of Default occurs, the Landlords, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, re-enter, possess and enjoy the Leased Premises. The Landlords may then re-let the Leased Premises and receive the rents therefore and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlords may have incurred in re-entering and repossessing the Leased Premises and in making such repairs and alterations as may be necessary;

and second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlords, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlords during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

Termination on Default:

If an Event of Default occurs, Tenant shall have thirty (30) days after receipt of written notice from Landlords of said Default, within which to cure same. Landlords may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant thirty (30) days' notice in writing of the Landlords' intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlords will have the right to remove all persons, goods, fixtures and chattels from the Premises, without liability for damage.

Whether or not this Lease is terminated by reason of Tenant's default, the Landlords shall take all reasonable steps to mitigate damages.

Non-Liability of the Landlords:

The Landlords will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of improper conduct on the part of the Tenant or any tenant's agents, employees, guests, invitees, or attributable to any interference with, interruption of, or failure beyond the control of the Landlords, of any services to be furnished or supplied by the Landlords. This limitation on the Landlords' liability will not apply to damage or injury resulting from the negligence or willful misconduct of the Landlords or of the Landlords' agents, employees, guests, licensees, invitees, assignees or successors.

Transfer of Landlords' Interest. In the event of any transfer or transfers of Landlords' interest in the Leased Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlords accruing from and after the date of such transfer, provided that the new owner or transferee assumes any and all obligations and liabilities under this Lease of the original Landlords.

Hold Harmless Agreement:

The Tenant shall indemnify, defend and hold harmless the Landlords, their Members, officers, employees, contractors, agents, assigns and successors and any other party or entity acting on behalf of the Landlords, from and against any and all liabilities, claims, losses, damages, costs, fees, and expenses incurred therefore, except reasonable attorneys' fees, relating to any alleged or actual (1) personal injury, bodily injury (including death), or property damage (or any consequential damages related to such personal injury, bodily injury or property damage), arising out of any act, error or omission of the Tenant or its employees, agents, consultants or contractors, or (2) any claim for loss, damage to, or theft of any personal property of, or in the care of, the Tenant or its employees, agents, consultants or contractors while such personal property is at or on the Premises, unless resulting from the intentional act of the Landlords. The Tenant's obligation to indemnify pursuant to this section shall survive termination of this Lease.

Miscellaneous:

The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlords would otherwise have by law. All of the terms and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties. Either party may cancel this Lease during the term of this Lease

if the either party is in default of any material covenants or conditions hereunder.

This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlords has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and the Tenant. This instrument may not be changed orally.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Acting Business Administrator

Dated: _____

Dated: _____

ATTEST:

OWNERS OF 157-161 SUMMIT AVENUE

H. Clay Irving, III

E. A. Tolentino

Dated: _____

Dated: _____

5/7/14

City Clerk File No. Ord. 14.057

Agenda No. 3.G 1st Reading

Agenda No. _____ 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 14.057

TITLE:

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LEASE AGREEMENT AS LESSEE WITH EVANGELISMOS GREEK ORTHODOX CHURCH FOR THE USE OF 29 PARKING SPACES LOCATED AT BLOCK 15103, LOT 1, MORE COMMONLY KNOWN AS 651 MONTGOMERY STREET, IN JERSEY CITY

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

WHEREAS, The City of Jersey City ("the City") is a Municipal Corporation of the State of New Jersey, with offices located at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, Jersey City, New Jersey; and

WHEREAS, N.J.S.A. 40A:12-5 provides that municipal corporations may, by ordinance, acquire property by lease; and

WHEREAS, the City's Department of Health & Human Services has relocated its offices to a certain property located at 199 Summit Avenue; and

WHEREAS, the property located at 199 Summit Avenue lacks sufficient parking space for all of the employees who work there; and

WHEREAS, Evangelismos Greek Orthodox Church ("the Church") is the owner of a certain property near 199 Summit Avenue known as Block 15103, Lot 1 on the official tax map of the City, and is more commonly known by the street address of 651 Montgomery Street, Jersey City, New Jersey 07306; and

WHEREAS, the Church's property contains a parking lot suitable for use by the City's employees who are working at 199 Summit Avenue; and

WHEREAS, the City has currently been using 29 of the parking spaces in the Church's aforementioned parking lot for the City's daily weekday pursuant to License Agreement authorized by the City Council by Resolution 14.194 adopted on March 26, 2014; and

WHEREAS, the License Agreement remains in effect until this Lease between the City and the Church for the use of the 29 parking spaces can be approved and executed or until June 30, 2014, whichever comes first; and

WHEREAS, the Church agrees to grant the City the right to use the 29 parking spaces for \$50 per space, or \$1,450.00 per month pursuant to the provisions of the Lease attached hereto; and

WHEREAS, there are sufficient funds in the Municipal Rental Account, account #01-201-31-432-304, available to pay charges incurred under this Ordinance; and

WHEREAS, the lease term will be for two (2) years beginning as of April 1, 2014 and ending March 31, 2016; and

NOW, THEREFORE, BE IT ORDAINED by the Council of Jersey City that:

1. Subject to such modification as may be deemed necessary or appropriate by the Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached Lease Agreement with Evangelismos Greek Orthodox Church for 29 parking spaces located at 6521 Montgomery Street, Jersey City.
2. The term of the Lease Agreement shall be two (2) years commencing as of April 1, 2014 and termination March 31, 2016.
3. The monthly rent shall be \$1,450.00.
- A. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- B. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This Ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

Note: All new material is underlined; words ~~struck through~~ are omitted. For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

JJH/egp
4/23/14

APPROVED AS TO LEGAL FORM

Corporation Counsel

APPROVED: _____

APPROVED: _____
Business Administrator

Certification Required ☐
Not Required ☐

ORDINANCE FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AN ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO A LEASE AGREEMENT AS LESSEE WITH EVANGELISMOS GREEK ORTHODOX CHURCH FOR THE USE OF 29 PARKING SPACES LOCATED AT BLOCK 15103, LOT 1, MORE COMMONLY KNOWN AS 651 MONTGOMERY STREET, IN JERSEY CITY.

Initiator

Department/Division	Office of Business Administration	
Name/Title	Dominick Pandolfo	Supervising Administrative Analyst
Phone/email	(201) 547-4296	dominick@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Ordinance Purpose

This Ordinance allows the City to enter into a Lease which will supersede the temporary License Agreement authorized by City Council Resolution 14.194 adopted on March 26, 2014 allowing for the City to use 29 parking spaces in Evangelismos Greek Church's parking lot.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

LEASE between JERSEY CITY and EVANGELISMOS GREEK ORTHODOX CHURCH

THIS LEASE, dated as of the 1st day of **APRIL**, 2014 between

EVANGELISMOS GREEK OTHODOX CHURCH, with offices located at 661 Montgomery Street Jersey City, New Jersey 07306, hereinafter referred to as the Landlord, and the **CITY OF JERSEY CITY**, with offices at 280 Grove Street, Jersey City, New Jersey 07302, hereinafter referred to as the Tenant;

WHEREAS, the Tenant's Department of Health & Human Services is relocating some of its offices to a certain property located at 199 Summit Avenue; and

WHEREAS, the property located at 199 Summit Avenue lacks sufficient parking space for all of the employees who will be working there; and

WHEREAS, the Landlord is the owner of a certain property near 199 Summit Avenue known as Block 15103, Lot 1 on the official tax map of the City, and is more commonly known by the street address of 651Montgomery Street, Jersey City, New Jersey 07306, hereinafter referred to as the Premises; and

WHEREAS, the Premises contains a parking lot suitable for use by the Tenant's employees who will be working at 199 Summit Avenue; and

WHEREAS, the Tenant wishes to use 29 of the available parking spaces in the Premises for the Tenant's daily weekday use; and

WHEREAS, the Landlord agrees to lease to the Tenant the use of these 29 spaces, hereinafter referred to as the Leased Premises for the term and rent specified herein.

THE TERMS AND CONDITIONS OF THE LEASE ARE AS FOLLOWS:

The Landlord hereby leases to the Tenant, the parking spaces noted above in accordance with and subject to the terms and condition of this lease.

Term:

The Initial Term of this Lease shall be for two (2) years beginning **APRIL 1, 2014** and terminating on **MARCH 31, 2016**.

Option to Renew or Extension of Lease Term:

During the Initial Term of this Lease the Tenant shall have the option to extend the term of this lease, provide that same is in full force and effect and the Tenant is not in default hereunder and on the same terms and conditions for an additional three (3) years as individual one (1) year options (the "Extended Term"). The Tenant shall deliver written notice to the Landlord at least ninety (90) days but not more than one-hundred eighty (180) days prior to the expiration of the Initial Term with time being of the essence to the option to extend the lease. Such notice shall be by certified mail.

The Tenant, with the consent of the Landlord, may also extend the term or terms of the lease agreement for such periods and upon such conditions as the parties may agree. If the Tenant shall remain in the Leased Premises after the expiration of the term of this Lease without having executed a

new written lease with the Landlord, such holding over shall not constitute a renewal or extension of this Lease. The Landlord may treat the Tenant as one who has not removed at the end of his term, and thereupon be entitled to all the remedies against the Tenant provided by law in that situation, or the Landlord may elect, at its option, to construe such holding over as a tenancy from month to month, subject to all the terms and conditions of this Lease, except as to duration thereof.

Termination of Lease:

This Lease shall end at the expiration of the initial term or renewed term or may sooner terminate pursuant to the provisions of this lease or pursuant to law. Upon the expiration or other termination of this Lease, the Tenant shall, at its sole cost and expense, cease its operations, remove all personal property and restore the Leased Premises to its original condition, reasonable wear and tear caused by Tenant is excepted.

Rent:

The Tenant shall pay rent to the Landlord for the use of the 29 spaces within the Leased Premises as follows: \$50.00 per space, per month for the duration of this Lease, or \$1,450.00 payable on or before the first day of each month, commencing as soon as this Lease is executed and not later than July 1, 2014.

Should the term of this Lease be extended for a third year, the rent shall be as follows: \$55.00 per space, per month for the duration of this Lease, or \$1,595.00 payable on or before the first day of each month.

Should the term of this Lease be extended for a fourth year, the rent shall be as follows: \$60.00 per space, per month for the duration of this Lease, or \$1,740.00 payable on or before the first day of each month.

Should the term of this Lease be extended for a third year, the rent shall be as follows: \$65.00 per space, per month for the duration of this Lease, or \$1,885.00 payable on or before the first day of each month.

Should the term of this Lease commence or end on a day other than the first day of a calendar month, then the rental for such partial month shall be pro-rated on a daily basis based upon a thirty (30) day calendar month.

Use of the Leased Premises:

The Tenant shall be entitled to use these 29 parking spaces between the hours of 6:00 AM and 7:00 PM every Monday, Tuesday, Wednesday, Thursday and Friday of every week.

The Landlord shall be entitled to use the same 29 parking spaces between the hours of 7:01 PM and 5:59 AM every Monday, Tuesday, Wednesday and Thursday of every week.

The Landlord shall retain exclusive use of the 29 spaces during weekends (Friday from 7:01 PM to Monday at 5:59 AM, including all-day on Saturdays and Sundays).

The Landlord reserves the right to re-enter and use the Leased Premises for its own use during religious holidays, including, but not limited to, Christmas, the Feast of the Annunciation (March 25th) and Orthodox Good Friday.

The Landlord also reserves the right to re-enter and use the Leased Premises for funerals provided that

the Landlord gives reasonable advanced notice to the Tenant of its intention to use the Premises.

Assignment and Subleasing:

Tenant shall not have the right to assign or sub-let the Leased Premises nor any portion thereof without the written consent of the Landlord.

Alterations to the Leased Premises:

The Tenant has examined the Leased Premises and accepts it in its present condition (except as otherwise expressly provided herein) and without any representations made by the Landlord or its agents as to the present or future condition of the Leased Premises. The Landlord makes no representation nor warranty with respect to the condition of the Leased Premises, and the Landlord shall not be liable for any latent or patent defect in the Leased Premises.

The Tenant shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of the Landlord with the exception of stripping the Leased Premises. If the Landlord consents to the renovations or alterations, said renovations or alterations shall be made at the sole expense of the Tenant. All additions and improvements, whether temporary or permanent, which may be made upon the Leased Premises either by the Landlord or the Tenant shall be the property of the Landlord and shall remain upon the Leased Premises at the termination of this lease without compensation to the Tenant. Notwithstanding the foregoing, all equipment which are not deemed improvements and are installed by Tenant remains the property of the Tenant and shall be removed from the Leased Premises by the Tenant at the end of the Lease. If the Tenant refuses or neglects to remove such equipment, the Landlord may remove the equipment, and the Tenant shall forthwith reimburse the Landlord the total expense incurred by the Landlord in removing the equipment.

The Tenant shall take good care of the Leased Premises and fixtures and appurtenances therein. The Tenant shall commit no act of waste.

Maintenance and Repairs:

The Landlord shall be responsible for ensuring that the Leased Premises is properly paved, properly lit and fenced in. The Landlord shall be responsible for security and for keeping the lot in good order including cleaning and sweeping the lot at regular intervals and maintaining all improvements thereto in good condition.

The Tenant shall be responsible for stripping the lot and snow removal. The Tenant will not leave debris, rubbish, flammable or other objectionable material at the Leased Premises nor create a condition at the Leased Premises which is of a dangerous, noxious or offensive nature or which is hazardous or creates undue vibration, heat, noise or interference.

Hazardous Materials:

If Hazardous Materials are discovered in the Leased Premises (or otherwise on the Landlord's Property if the presence of Hazardous Materials therein or thereon affects the Leased Premises) on or after the Commencement Date (and provided the Hazardous Materials were not, or caused to be brought, installed, placed or released within the Leased Premises, the Building or Property by the Tenant or its Officers, Employees or Agents), and to the extent that abatement work is ordered by a government agency having jurisdiction and authority to so order, or the same is required by applicable law, then the Tenant shall have the right to vacate the Leased Premises and Landlord shall, at its sole cost and expense, promptly perform all abatement work and make all repairs. All rent payable hereunder shall be abated from the date on which the Hazardous Materials are discovered until the date on which the

abatement work is complete and all repairs are completed, if said abatement cannot be completed without the Tenant vacating the Leased Premises.

- (a) Landlord hereby agrees to indemnify, defend and hold Tenant and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities or loss including attorneys' fees, consultant fees, and expert fees which arise during or after the term of this Lease from or in connection with the presence or suspected presence of hazardous materials on or under the Leased Premises, the adjacent Building or Property, unless the hazardous materials are present due to any act or omission of Tenant, its officers, employees or agents.
- (b) Tenant shall indemnify, defend and hold harmless Landlord from and against all claims, liabilities, losses, damages and costs, foreseen or unforeseen, including without limitation, legal counsel, engineering and other professional or expert fees, which Landlord may incur, provided that any such hazardous materials discovered were related to any act or omission by Tenant, its Officers, Employees or Agents with regard to Tenant's obligations under this paragraph. The provisions of this Section shall survive the expiration or early termination of this Lease.

Damage or Destruction:

If after the use commencement date, any damage to the Leased Premises or to any other part of same or to their fixtures caused by the negligence or improper conduct of the Tenant, or its employees, invitees, licensees or agents, shall be repaired promptly by the Tenant at its sole cost and expense. If the Tenant refuses or neglects to make such repairs or fails to diligently prosecute the same to completion within thirty (30) days after written notice from the Landlord to the Tenant of the need therefore, the Landlord may make such repairs at the expense of the Tenant and such expense shall be collectible as additional rent.

The Landlord shall be responsible for the cost of repairs for damage or destruction of the Leased Premises or any part of it which are damaged or destroyed as a result of the carelessness, negligence or improper conduct of the Landlord or its employees, agents guests, invitees or clients.

Whenever the Landlord makes repairs or restorations it shall have the exclusive right to make the repairs and restorations to the Leased Premises with its own in-house staff or contractors, if Landlord bears responsibility for the cost of said repairs and restorations.

Security:

The Landlord is required to provide security by ensuring that the Leased Premises is properly fenced in and lit. The Tenant may provide additional security measures for the Leased Premises at the sole expense of the Tenant, providing that the Landlord approves same in writing.

Right of Entry:

The Landlord may enter the Leased Premises at reasonable hours in the day or night to examine the same, or to make such repairs, as necessary for the safety, or convenience of the users thereof (there being no obligation, however, on the part of the Landlord to make any repairs, additions or alterations), or in the event of an emergency.

Insurance:

Tenant is self insured for General Liability in the amount of \$1,000,000. Tenant also carries Excess General Liability Insurance in the amount \$2,000,000 over the \$1,000,000 self insured retention for a

total of \$3,000,000 in coverage. Landlord acknowledges Tenant's right to self insure. At the inception of this Lease, Tenant shall provide a letter or certificate evidencing coverage of self-insurance and compliance of insurance. A letter from the Tenant will be provided naming the Landlord as an additional insured.

The Tenant's self insurance and excess shall be as related to Tenant's negligence, notwithstanding any insurance maintained by the Landlord. The Landlord shall have no responsibility for loss, damage to, or theft of the Tenant's personal property. In addition, the Landlord shall maintain its Comprehensive General Liability Insurance on the Leased Premises and name the Tenant as an additional insured.

Fire or Other Casualty Loss:

The Tenant shall give immediate notice to the Landlord if fire or other casualty occurs at the Leased Premises or if there is damage caused by the elements.

Should the Leased Premises be rendered unfit for the Tenant's use, but yet be repairable within ninety (90) days from damage, the Landlord may enter and repair the same with reasonable speed, in which event, the rent shall not accrue after damage or during repairs, but shall commence immediately after repairs shall be completed.

But if the Leased Premises shall be so slightly damaged as not to be rendered unusable, the Landlord shall repair the Leased Premises with reasonable promptness in which case the rent accrued and accruing shall not cease.

In the event of the destruction of the Leased Premises during the term or previous thereto, or such partial destruction as to render the Leased Premises unfit for the Tenant's use, or should the Leased Premises be so badly damaged that the same cannot be repaired within ninety (90) days of such damage, the term shall, at the sole option of the Tenant, cease and become null and void from the date of such damage or destruction; and the Tenant shall immediately surrender said Leased Premises and all of the Tenant's interest therein, and shall pay rent only to the time of such surrender.

Quiet Enjoyment:

The Landlord covenants that the Tenant, by paying the rent and performing the terms and conditions contained in this lease agreement shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the Tenant's use pursuant to the terms of this Lease.

Condemnation:

If the property or any part thereof wherein the Leased Premises are located shall be taken by public or quasi-public authority under any power of eminent domain or condemnation, this Lease shall terminate and the Tenant shall have no claim or interest in or to any award of damages for such taking.

Breach and Termination:

If the Tenant violates any material covenant or condition of this Lease and fails to discontinue such violation within thirty (30) days after notice to the Tenant, this Lease shall, at the option of the Landlord, become void, and the Landlord may re-enter the Leased Premises without further notice or demand to the Tenant. The rent in such case shall become due, be apportioned and paid up to the day of such re-entry. No waiver by the Landlord of any violation or breach of condition by the Tenant shall be construed as a waiver of any other violation or breach of condition; nor shall lapse of time after breach of condition by the Tenant before the Landlord shall exercise its option under this paragraph operate to defeat the right of the Landlord to declare this lease void and to re-enter the Leased Premises after the breach or violation.

If the Landlord violates any material covenant or condition of this Lease and fails to discontinue such violation within thirty (30) days after notice to the Landlord, this Lease shall, at the option of the Tenant, become void, and the Tenant may surrender the Leased Premises without further notice or demand to the Landlord. The rent in such case shall become due, be apportioned and paid up to the day of surrender. No waiver by the Tenant of any violation or breach of condition by the Landlord shall be construed as a waiver of any other violation or breach of condition; nor shall lapse of time after breach of condition by the Landlord before the Tenant shall exercise its option under this paragraph operate to defeat the right of the Tenant to declare this lease void and to surrender the Leased Premises after the breach or violation.

Notices:

All notices and demand, incidental to this Lease, or the occupation and or use of the Premises, shall be in writing. If the Landlord desires to serve upon the Tenant any notice or demand, it shall be sufficient to send a copy by registered mail, addressed to the Tenant at:

City of Jersey City
Business Administrator
280 Grove Street
Jersey City, New Jersey 07302

With copy to:

Jersey City Law Department
City Hall
280 Grove Street
Jersey City, New Jersey 07302

Notices from the Tenant to the Landlord shall be sent by registered mail or delivered to:

Mr. John Mehos
President
Evangelismos Greek Orthodox Church
661 Montgomery Street
Jersey City, New Jersey 07306

The Tenant shall comply with all laws, ordinances, rules and regulations of the Federal, State, County and Municipal authorities applicable the Tenant's Permitted Use of the Premises.

Events of Default; Remedies Upon Tenant's Default:

The following are "Events of Default" under this Lease: (a) a default by the Tenant in the payment of rent, or any additional rent when due or within (20) twenty days thereafter; (b) a default by the Tenant in the performance of any of the other material covenants or conditions of this Lease, which the Tenant does not cure within thirty (30) days after the Landlord gives the Tenant written notice of such default; or (c) the eviction of the Tenant.

If an Event of Default occurs, the Landlord, in addition to any other remedies contained in this Lease or as may be permitted by law, may either by force or otherwise, without being liable for prosecution therefore, or for damages, re-enter, possess and enjoy the Leased Premises. The Landlord may then re-let the Leased Premises and receive the rents therefore and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the Landlord may have incurred in re-entering and repossessing the Leased Premises and in making such repairs and alterations as may be necessary; and

second to the payment of the rents due hereunder. The Tenant will remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

Termination on Default:

If an Event of Default occurs, Tenant shall have thirty (30) days after receipt of written notice from Landlord of said Default, within which to cure same. Landlord may, at any time thereafter, terminate this Lease and the term hereof, upon giving to the Tenant thirty (30) days' notice in writing of the Landlord's intention so to do. Upon the giving of such notice, this Lease and the term hereof will end on the date fixed in such notice as if such date was the date originally fixed in this Lease for the expiration hereof; and the Landlord will have the right to remove all persons, goods, fixtures and chattels from the Premises, without liability for damage.

Whether or not this Lease is terminated by reason of Tenant's default, Landlord shall take all reasonable steps to mitigate damages.

Non-Liability of Landlord:

The Landlord will not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of improper conduct on the part of the Tenant or any tenant's agents, employees, guests, invitees, or attributable to any interference with, interruption of, or failure beyond the control of the Landlord, of any services to be furnished or supplied by the Landlord. This limitation on the Landlord's liability will not apply to damage or injury resulting from the negligence or willful misconduct of the Landlord or of the Landlord's agents, employees, guests, licensees, invitees, assignees or successors.

Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Leased Premises, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer, provided that the new owner or transferee assumes any and all obligations and liabilities under this Lease of the original Landlord.

Hold Harmless Agreement:

The Tenant shall indemnify, defend and hold harmless the Landlord, its Members, officers, employees, contractors, agents, assigns and successors and any other party or entity acting on behalf of the Landlord, from and against any and all liabilities, claims, losses, damages, costs, fees, and expenses incurred therefore, except reasonable attorneys' fees, relating to any alleged or actual (1) personal injury, bodily injury (including death), or property damage (or any consequential damages related to such personal injury, bodily injury or property damage), arising out of any act, error or omission of the Tenant or its employees, agents, consultants or contractors, or (2) any claim for loss, damage to, or theft of any personal property of, or in the care of, the Tenant or its employees, agents, consultants or contractors while such personal property is at or on the Premises, unless resulting from the intentional act of the Landlord. The Tenant's obligation to indemnify pursuant to this section shall survive termination of this Lease.

Miscellaneous:

The foregoing rights and remedies are not intended to be exclusive but as additional to all rights and remedies the Landlord would otherwise have by law. All of the terms and conditions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the parties. Either party may cancel this Lease during the term of this Lease if the either

party is in default of any material covenants or conditions hereunder.

This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the Landlord and the Tenant. This instrument may not be changed orally.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers, thereunto duly authorized, all as the day and year first above mentioned.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Acting Business Administrator

Dated: _____

Dated: _____

ATTEST:

**EVANGELISMOS GREEK
ORTHODOX CHURCH**

Reverend Dionysios Marketos

John Mehos
President

Dated: _____

Dated: _____

JJH/jjh 5/5/14